



Client Agreement and Terms and Conditions

1. Definitions: In this Agreement,
 - 'TCC' means The Company Car;
 - 'Applicants' means prospective clients of TCC;
 - 'Vehicle' means a vehicle owned/leased by TCC and includes any equipment in the vehicle;
 - 'Driver' means a driver with official permission from a Client Administrator to drive on behalf of the Client;
 - 'Call Centre Manager' means a manager designated by the Executive Director; and
 - 'Company Client Price List' means the price list, including any amendments to it.

2. I, _____ of
 (Name of Individual, Position in Company)
 _____ apply to become a client of The Company Car ("TCC").
 (Name of Company/Organization)

3. The payment of \$_____ for the security deposit is enclosed. My first invoice will include the registration fees for any Drivers I register now.

4. Upon acceptance of this application, the Terms and Conditions and those contained in the Driver Manual constitute a binding Agreement between TCC and _____ (hereinafter the "Client"). TCC may amend these Terms and Conditions and the Driver Manual from time to time as provided for in its Bylaws. Any such changes will be provided to the Client within seven days.

5. TCC's acceptance of our application is subject to the security deposit and a successful check of the driver's license, driving record, and insurance claims history of all prospective drivers of TCC vehicles.

6. A security deposit is required upon application. This deposit will be refunded if the application is not accepted by TCC. The security deposit serves as security for any liabilities owing to TCC resulting from this Agreement.

7. Upon acceptance, TCC will, subject to all the Terms and Conditions, and the Driver Manual:
 - provide the Client with access to vehicles owned, leased or rented by it ("Vehicles"), and
 - pay for Vehicle related expenses such as gas, tires, maintenance and pre-approved repairs.

8. TCC will ensure Vehicles are clean, reliable and well maintained. TCC will periodically inspect the Vehicles. As these are shared Vehicles in a shared vehicle environment, it is understood that no attendants visit and inspect the Vehicles before usage. Vehicles are accepted in an 'as is' condition.

9. The Client will be responsible for paying any fees, expenses, liens, and fines as set out in the Driver Manual. This money will be a debt due and payable to TCC and TCC will have a lien on the security deposit to cover the full amount owing. Any amount due and payable will be set off against the security deposit balance, and will only be restored once all debts have been paid.

10. Clients are bound by the current Price List and pay for usage as billed. A bill will arrive monthly and must be paid within fifteen days. If an overdue amount exceeds \$25.00 a late payment charge of 1.25% per month, compounded monthly, (\$16.08% per year) will be charged on the total overdue amount. Payment can be made by cheque, cash, electronic bill payment, pre-authorized debit, VISA or MasterCard. TCC staff can provide information about payment options.

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11. TCC will ensure that Vehicles are insured under a comprehensive insurance policy, the details of which are available from TCC. TCC will only be liable for any damages arising out of use of a Vehicle if TCC's gross negligence has caused or contributed to the damages. The Client waives any right it may have to sue or make claims against TCC and its directors, officers, employees, or clients for damages arising from the fitness or condition of a Vehicle, except in cases of gross negligence. The Client also waives any right it may have to sue or make claims against TCC and its directors, officers, affiliates, employees, or clients for a Vehicle not being available at the time it was booked.

Driver Orientation

12. Participation in TCC requires from each driver:

- A valid driver's license;
- At least three years' driving history;
- Three or fewer traffic violations in the last five years;
- No at-fault accidents in the past three years or ICBC discount of 35% or higher;
- No criminal code convictions under the Motor Vehicle Act; and
- Mandatory participation and completion of an orientation.

A Driving Record, Claims History, and Online Orientation Completion email are required to confirm each driver's compliance with these terms.

13. All Drivers must carry a valid driver's license and adhere to all the rules and regulations found in the Driver Manual.
14. Assignment or transfers of lockbox keys and access fobs between Drivers is not permitted. All Drivers must be authorized by TCC or its Delegate in person.
15. TCC will advise the Client of any violations of any rules by their Drivers. In the event of multiple or serious violations TCC reserves the right to suspend the driving privileges of any Driver without notice.
16. If a Client becomes aware of any reason affecting a Driver's ability to drive it is the Client's responsibility to advise TCC immediately. Failure to do so may result in the termination of this Agreement without notice.

Lockbox Key and Access Fob

17. The lockbox key and access fob remain the property of TCC. The Client is liable for the loss, deterioration and any possible misuse of the lockbox key or access fob and other material made by any Drivers. Copies of the key are not permitted. If a lockbox key or access fob is lost it is the responsibility of the Client to ensure that the Drivers advise TCC's office within one hour and inform them of the loss. Key and fob replacement fees will be charged according to the Price List. The Client is liable for any damages which may result from disregarding this rule.

Roaming

18. Clients may be allowed to use vehicles of car sharing organizations which have signed a roaming Agreement with TCC. Whether or not the Client is allowed to use such vehicles will depend on the terms of the roaming Agreement. Any roaming must be registered with TCC and will be according to the terms and prices of the other car sharing organization. If the Client books or uses a vehicle under the terms of a

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roaming Agreement, the Client releases TCC from any claims related to the use of the vehicle and agrees to indemnify TCC from any claims or costs that may arise out of the use or booking.

Refueling and Washing

19. The Client will be reimbursed the costs of refueling and washing the vehicle where the following is provided: a copy of detailed gasoline and car washing receipts to TCC marked with the Client number and odometer reading. It is the Driver's responsibility to ensure that the TCC Vehicle's gas tank is a minimum 1/4 full on return and is returned clean.

Treatment and Operation of Vehicles

20. Clients must ensure that all Drivers properly maintain TCC Vehicles. The Client will be liable for any failure on the part of the Driver to maintain properly a TCC Vehicle including any damage to the Vehicle as a consequence of that failure.
21. All Drivers are expected to adhere to all laws respecting the operation of motor vehicles and road safety. TCC retains a zero-tolerance policy if vehicles are:
- driven in any race or competition,
 - used for any illegal purpose, or
 - used while the Driver is under the influence of any intoxicating substance.

Failure to abide by these rules may result in the suspension of a Driver's privileges **without notice** and may lead to the termination of this Agreement.

Other Services

22. TCC may provide or arrange for other organizations to provide services to clients including use of cellular phones in cars and roadside assistance.

Accidents and Damage

23. Any accident or damage in connection with a TCC Vehicle must be immediately reported to the Call Centre Manager by phone or in person and to the police. Drivers are obliged to secure evidence from any available witnesses and to provide TCC with a written description of the accident and the damage incurred.
24. If
- a) there is any loss of or damage to Vehicles, including the costs of temporarily replacing a TCC Vehicle during repairs, or
 - b) there are any claims by third parties against TCC, the Driver authorized by the Client, which are not covered or defended by TCC's insurance policy and arise out of the use of a TCC Vehicle, the Client will be responsible for the loss, damage or claim.

The liability will normally include the first \$500. The Client may also be liable for the entire cost of Vehicle repair or replacement and claims made by third parties if TCC's insurance policy does not apply (for instance, because a Driver has driven while intoxicated). If, during the time the Vehicle has been booked damage occurs or there is a claim, the Client will be liable for such damages. The Client will be deemed to be using the Vehicle and be responsible for any costs incurred by TCC. If a repair either costs

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\$200 or less or has been approved in writing by the Call Centre Manager, the Client may arrange to have it completed at its own expense. TCC must be immediately informed of any such repair.

Liens and Impoundment

25. If the Vehicle is towed and impounded for illegal parking while booked by a TCC Driver, the Client is responsible for recovering the Vehicle and paying any costs arising from the Vehicle being towed.
26. If, without the approval of TCC a lien is placed on a TCC Vehicle or the Vehicle is impounded (for instance, by failing to pay for repairs) the Client is responsible for any such costs, court and legal fees incurred by TCC in pursuing the speedy return of the Vehicle as well as any service charges.

Suspension if Payments in Arrears

27. The TCC Board may suspend all Drivers' driving privileges if there is a default in paying any amount owing to TCC. This may be done, without notice, one week after a second reminder is sent to the Client by regular mail to the address provided. In the event of a suspension of driving privileges or termination it is the Client's responsibility to ensure that each Driver has returned the lockbox key and access fob to the Call Centre Manager. Additional fees may be charged. The suspension remains in effect until such time as any amounts owing have been paid, including any interest accrued. An administrative fee may be charged.

Automatic Suspension

28. The right to drive is automatically suspended if a Driver is charged with driving without due care and attention under the Motor Vehicle Act or any vehicle related offense under the Criminal Code including:
 - operating a motor vehicle while impaired;
 - operating a motor vehicle while with over 80 mg alcohol per 100 mL of blood;
 - failing to provide a breath sample;
 - dangerous operation of a motor vehicle; and
 - failure to stop at the scene of an accident.

These automatic suspensions will last until the Driver is cleared of all vehicle-related charges.

The right to drive will also be automatically suspended if a Driver fails to meet TCC's minimum driving standards for vehicle insurance. These standards are:

- No more than five late returns within the past six months;
- No more than one at-fault accident (50% or more at fault as determined by ICBC) involving another vehicle within the past three years;
- Zero at-fault accidents (50% or more at fault as determined by ICBC) involving another vehicle within my first three years of driving, or within three years of any accident which appeared on my driving record at the time I started driving with TCC.

These automatic suspensions will last until the Driver once again meet TCC's driving standards.

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Termination by Client

29. The Client may terminate this Agreement upon two weeks written notice. The termination will become effective only upon return of all lockbox keys and access fobs to the Call Centre Manager. Refund of the security deposit will be subject to all applicable charges and fees owing at the time of termination.

Severability

30. If any single part of this Agreement is found to be legally ineffective it shall not affect the validity of the rest.

Notice

31. As required in this Agreement, notice from TCC will be sent to the address provided in this Agreement. Address changes must be provided to TCC in writing.

Client # _____

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Credit Card Authorization

Client Name: _____

- I hereby approve \$500 for authorization only*
 Please charge this amount to my credit card: _____

Card type (circle one): VISA MasterCard

Card number:

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Expiry:

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Sign here:

_____ Please initial here if you wish to authorize all future payments to your credit card listed above.

This form must be returned to The Company Car office filled in and signed by personnel with credit card signing authority.

*Authorizations are security for TCC. You will be notified before the \$500 is charged.

Please scan and e-mail to thecompanycar@car.coop or fax with no cover sheet to 604.685.1353.
